



STATE OF INDIANA

Request for Proposal 70-25-79025

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
Indiana State Personnel Department (INSPD)**

**Solicitation For:
Third party administrator services for Worker's
Compensation and Disability plans.**

**Submission Due Date and Time:
June 27, 2024 @ 3:00 PM EST**

Arthur L. Sample IV, Procurement Specialist
ASample@idoa.in.gov
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Contents

Section One General Information and Requested Products/Services..... 4

1.1 **Introduction** 4

1.2 **Definitions and Abbreviations** 4

1.3 **Purpose of the Solicitation**..... 6

1.4 **Summary Scope of Work**..... 6

1.5 **Solicitation Outline** 12

1.6 **Pre-Proposal Conference** 13

1.7 **Question/Inquiry Process**..... 14

1.8 **Due Date for Proposals** 14

1.9 **Modification or Withdrawal of Offers** 16

1.10 **Pricing**..... 16

1.11 **Proposal Clarifications**..... 16

1.12 **Best and Final Offer (BAFO)** 17

1.13 **Reference Site Visits** 17

1.14 **Type and Term of Contract** 17

1.15 **Confidential Information**..... 17

1.16 **Taxes**..... 18

1.17 **Procurement Division Registration** 18

1.18 **Secretary of State Registration**..... 18

1.19 **Compliance Certification**..... 18

1.20 **Equal Opportunity Commitment**..... 19

1.21 **Minority & Women Business Enterprises Subcontractor Commitment (MWBE)**..... 19

1.22 **Indiana Veteran Owned Small Business Subcontractor Commitment (IVOSB)**..... 21

1.23 **Americans with Disabilities Act**..... 23

1.24 **Summary of Milestones**..... 24

1.25 **Evidence of Financial Responsibility (25 IAC 1.1-1-5)**..... 24

1.26 **Conflict of Interest** 24

1.27 **Procurement Protest Policy** 25

Section Two Proposal Preparation Instructions 26

2.1 **General**..... 26

2.2 **Executive Summary** 26

2.2.1 **Summary of Ability and Desire to Supply the Required Products or**

Services	26
2.2.2	Signature of Authorized Representative 26
2.2.3	Respondent Notification..... 27
2.2.4	Secretary of State 27
2.2.5	Other Information..... 27
2.3	Business Proposal..... 27
2.3.1	General (optional) 27
2.3.2	Respondent’s Company Structure 27
2.3.3	Respondent’s Diversity, Equity, and Inclusion Information 28
2.3.4	Company Financial Information 28
2.3.5	Integrity of Company Structure and Financial Reporting..... 28
2.3.6	Contract Terms/Clauses 28
2.3.7	References 29
2.3.8	Registration to do Business 30
2.3.9	Authorizing Document..... 30
2.3.10	Diversity Subcontractor Agreements..... 31
2.3.11	Evidence of Financial Responsibility..... 31
2.3.12	General Information 31
2.3.13	Experience Serving State Governments 31
2.3.14	Experience Serving Similar Clients 31
2.3.16	Payment..... 32
2.3.17	Extending Pricing to Other Governmental Bodies 32
2.4	Technical Proposal 32
2.5	Cost Proposal..... 33
2.6	Attestation Form 34
2.6.1	Indiana Economic Impact..... 35
2.6.2	Buy Indiana Initiative (Indiana Business Preference) /Indiana Company. 35
2.6.3	Indiana Preferences..... 36
2.6.4	Subcontractors..... 36
Section Three	Proposal Evaluation 38
3.1	Proposal Evaluation Procedure 38
3.2	Evaluation Criteria 38
3.2.1	Adherence to Requirements – Pass/Fail..... 40
3.2.2	Management Assessment/Quality 40
3.2.3	Price..... 40
3.2.4	Buy Indiana Initiative – 5 points 40
3.2.5	Minority Business Subcontractor Commitment – 5 points..... 40
3.2.6	Women Business Subcontractor Commitment - 5 points 41
3.2.7	Indiana Veteran Owned Small Business Subcontractor Commitment - 5 points 42
3.2.8	Qualified State Agency Preference Scoring..... 43

Section One

General Information and Requested Products/Services

1.1 Introduction

In accordance with applicable Indiana Code provisions, Rules and Policies, the Indiana Department of Administration (IDOA), acting on behalf of the Indiana State Personnel Department (INSPD), requires third-party administrative services for the State Employee Disability plan and Worker's Compensation cases. It is the intent of IDOA to solicit responses to this solicitation in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This solicitation is being posted to the IDOA Bidding Opportunities website, at <https://www.in.gov/idoa/procurement/current-business-opportunities/> for downloading. Neither this solicitation nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 Definitions and Abbreviations

Following are explanations of terms and abbreviations appearing throughout this solicitation. Other special terms may be used in the solicitation, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	IDOA's summary, typically in letter format, of the solicitation and suggestion on respondent selected for the purposes of beginning contract negotiations.
BAFO	Best and Final Offer is an opportunity for short-listed respondents to propose an improved cost for final score consideration.
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this solicitation for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
IAC	Indiana Administrative Code
IC	Indiana Code

Installation	The delivery and physical setup of products or services requested in this solicitation
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: <ol style="list-style-type: none"> 1) The judicial branch 2) The legislative branch 3) A political subdivision as defined in IC 5-22-2-22 and IC 36-1-2-13 (includes school corporations, municipal corporations, Legislative body, Taxing district, Town, Township, and Unit) 4) A State educational institution
Prime Contractor	As used in Attachments A and A1 , refers to the entity responding to the solicitation.
Products	Tangible goods or manufactured items as specified in this solicitation
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18; and any entity or person who does business with the State and is registered as same. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the company who will be ultimately responsible for performance of the contract.
Services	Work to be performed as specified in this solicitation
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "State Agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government
Subcontractor	As used in Attachments A and A1 refers to the entity entering into a contract with the Prime Contractor for a portion of the scope of the solicitation.

Total Bid Amount	The amount that the Respondent proposes on Attachment D that represents their total, all-inclusive price, for administrative services.
VSC (Valuable Scope Contribution)	The benefit the proposed certified subcontractors(s) must provide to the project set forth in the solicitation.

1.3 Purpose of the Solicitation

The purpose of this solicitation is to select a respondent that can satisfy the State’s need for a third-party administrator. It is the intent of INSPD to contract with a respondent that provides quality administrative services for the State of Indiana Employees’ self-funded Worker’s Compensation and Disability plans.

1.4 Summary Scope of Work

1.4.1 Administrative Services

The State currently has 130 agencies (including individual correctional facilities and hospitals) that would need to receive individualized reports for their employees. Some agencies (e.g. Department of Natural Resources or Department of Workforce Development) are contained within one business unit but have multiple locations. The standard report package would need to be able to report injuries by location.

The Vendor shall provide bi-weekly report for debit and credit between Disability Funds and Agency Funds in the specified format.

The vendor will communicate approval/denial of claims and transfers from short-term disability to long-term disability to agency HR and SPD for Peoplesoft administration.

The Vendor will need to provide data bi-weekly to the State Comptroller’s Office in the specified format so that employees on that pay period’s payroll will be paid timely, accurately, and have leave days appropriately charged.

The Vendor will need to work closely with the State Personnel Department to coordinate changes to the payroll record, (e.g. transfer of employees from the agency’s payroll to the disability program’s payroll, tax exemptions, address changes, in and out of pay status, salary changes, health plan premium changes due to open enrollment, etc.)

The Vendor will need to coordinate billing for health plan premiums and at times seek reimbursement from agencies.

The Vendor will interact with the State Personnel Department to bill Worker's Compensation payments (lost time and medical claims) to the correct agency and fund/center.

The Vendor shall provide third party administrative services to the State as defined below herein:

- Worker's Compensation

(1) Administration (from inception to conclusion) of all claims, originating within the period of this Contract, filed under the State's Worker's Compensation Plan to include, but not limited to:

(A) System start-up procedures

(B) Processing the appropriate payments and claims to Auditor of State

(C) Investigation, including on-site, when deemed appropriate by Contractor or requested by the State, for:

(i) Compensability

(ii) Fraudulent activity

(iii) Third-party subrogation

(D) Activity checks

(E) Return-to-work procedures and case management performed by the Contractor

(F) Claim status reports

(G) Arrange representation at worker's compensation hearings

(H) Loss reports/risk information systems capabilities including ad hoc reporting

(I) Storage of closed claims

(J) Recommendation of claim reserve levels

(K) **Contractor will issue worker's compensation checks directly to providers for claims incurred and to Indiana state employees for wage replacement. Contractor will request reimbursement from the State for these payments.** The general parameters are as follows:

(i) Contractor will generate a check register for all the payments made on claims, issue and mail the checks to the proper recipients.

(ii) Contractor will send the check register weekly to the State Personnel Department, sorted by a common agency number that will be provided by the State.

(iii) State Personnel will be responsible for ensuring that expeditious reimbursement is provided to the Contractor

(iv) **The terms for reimbursement of vendor payments and employee wage replacements are contained in Section 37 of the sample contract.** If reimbursement funds are not received by Contractor, within ten (10) days from receipt of the payment register by the State, Contractor may suspend the processing of pending worker's compensation payments

until reimbursement is received.

(v) Contractor is responsible for distributing the resulting 1099 tax form.

(L) Comprehensive return to work program

(M) Aggressive medical cost containment

(N) Data analytics & consulting

(2) The services also include the preparation of and attendance at periodic claims reviews as well as any other necessary meetings between Contractor and the State of Indiana. It is estimated that periodic claims reviews shall be held quarterly, but the State reserves the right to have reviews more frequently.

(3) In addition to administration, other services required include, but are not limited to:

(A) Utilization review including hospitalization, concurrent review, and diagnostic testing precertification in accordance with Contractor's normal standards

(B) Medical bill review

(C) Coordination of medical payments with the State of Indiana's Self-Funded Medical Plans

(D) Coordination of legal representation

(E) Vocational/rehabilitation professionals

(F) Case management professionals

(G) Training

- Disability

(1) Administration of all claims, originating within the period of this contract filed under the State's Disability Plan to include, but not limited to:

(A) System start-up procedures

(B) Processing bi-weekly payments to recipients through the State Comptroller's Office

(C) Mail detailed payment letters bi-weekly to employees

(D) Disability status investigation, when deemed appropriate by Contractor or requested by the State, including on-site, for:

(i) Eligibility for benefits

(ii) Fraudulent activity

(iii) Third-party subrogation

(E) Activity checks

(F) Case management for return to work performed by Contractor

(G) Claim status reports

(H) Loss reports

(I) Lay representation at State Employees Appeals Commission and Grievance Hearings

(J) Age and impairment limitation notice to recipients

(K) Other income/employment investigations

(L) Pursue Social Security Disability application with claimant and

- assist claimant in filing
- (M) Verification of and offset of income received from other sources
- (N) Partial disability placements
- (O) Voucher for provider payment, when necessary, for independent examinations and services related thereto
- (P) Recommendation of claims reserve levels
- (Q) Coordination, with agency, of appropriate compensation for employees augmenting disability with accrued leave
- (R) Ad hoc reporting
- (S) Closed claim storage
- (T) Distribution of benefit payments and employee notices (e.g. open enrollment information) to employees and payments to providers.
- (U) Processing of minimum benefits under 31 IAC 5-9-21.
- (V) Strict enforcement of payback from employees who subsequently receive social security disability
- (W) Enforcement of more restrictive eligibility standards for benefits in the third and fourth years
- (2) The services also include the preparation of and attendance at periodic claims reviews as well as any other necessary meetings between the Contractor and the State of Indiana. It is estimated periodic claims reviews shall be held quarterly, but the State reserves the right to have reviews more frequently.
- (3) In addition to administration, other services include, but are not limited to:
 - (A) Coordination of legal representation
 - (B) Vocational rehabilitation services
 - (C) Training
- Worker's Compensation and Disability
 - (1) Contractor is responsible for coordination of services, including voucher issuance, for those claims which are filed under both the Worker's Compensation and Disability Plans. These involve lost time claims and include the following:
 - (A) Tortious injuries - The employee suffered an occupational injury by the tortious act of another person. The employee receives 100% of his/her average weekly wage from disability (after the 7-day elimination period). Medical treatment necessitated by the occupational injury will be coordinated and paid for like any Worker's Compensation claim.
 - (B) Non-tortious injuries – If the employee's wage replacement from worker's compensation is less than the employee's salary continuation under the Disability Plan the employee would receive the difference, up to the maximum allowed under the Disability Plan (after the 30-day elimination period).
 - (C) Minimum benefits - When the employee's wage replacement from worker's compensation exceeds salary continuation benefits under

the Disability Plan, the employee is to receive a minimum benefit of E.A.P., health, dental, vision and life insurance contributions under 31 IAC 5-9-21.

(2) For those claims filed under both Plans, the TPA shall provide the same services as indicated in paragraphs 1.A. and 1.B.

- Preferred Provider Network

- (1) The preferred provider network is to cover the entire state and include physicians who have education and experience in occupational injuries and diseases as well as the worker's compensation system. This includes, but is not limited to, orthopedic physicians and surgeons, hand specialists, neurologists, and occupational therapists.
- (2) The network is to provide access to a primary care physician in the network within a thirty (30) mile radius of the employee's workstation.
- (3) Appointments should be available within twenty-four (24) hours of scheduling, except for specialty physicians.
- (4) The network shall also include hospital emergency rooms and industrial clinics that provide emergency services.
- (5) The Contractor will work with the State to continuously improve the network.

- Partial Disability Program

The Contractor is expected to assist in a modified duty placement, known as Partial Disability in the Disability Plan, for employees who have been given temporary or permanent restrictions and who are still eligible for benefits under the Plan. The Contractor is responsible for coordination of this process with the Benefits Division of State Personnel, the employee, and the appropriate agency.

The Contractor's staff will identify possible candidates for these placements and, working with appropriate medical personnel, determine the employee's ability to return to work as well as any restrictions that may exist.

- Reports

The Contractor shall provide, as needed, the following information for all:

(1) Disability Claims:

- (A) Name of employee
- (B) Social Security Number and/or PeopleSoft ID
- (C) Date of injury
- (D) Diagnosis for that claim
- (E) Disposition of the claim: accepted, pending, denied, open, closed
- (F) Date claim was closed (or the date the Contractor is no longer paying medical bills related to the injury)
- (G) Dollar amount paid
- (H) Recommended reserve

- (2) Worker's Compensation Claims:
 - (A) Name of employee
 - (B) Social Security Number and/or PeopleSoft ID
 - (C) Date of injury or onset of illness
 - (D) Where the event occurred
 - (E) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill
 - (F) Classification of the case for OSHA reporting
 - (G) Number of days the injured or ill worker was away from work or on job restrictions
 - (H) Type of injury or illness for OSHA reporting
 - (I) Disposition of the claim: accepted, pending, denied, open, closed
 - (J) Date claim was closed
 - (K) Dollar amount paid
 - (L) Recommended reserve
- Training
 - (1) Contractor will assist in briefing relevant groups (e.g., employee organizations, insurance vendors, executive staff and agency heads), concerning program implementation and operation.
 - (2) Ongoing awareness and communication of this program is the responsibility of the Contractor, in conjunction with the State Personnel Department. This includes conducting on-site training seminars highlighting workplace safety and the overall administration of the Plans. The training expenses are incorporated into the charge for lost time worker's compensation claims.
- Consulting Services

The Contractor will provide periodic consulting services including:

 - (1) Changes in the Contractor's personnel which will affect the State
 - (2) Changes in the PPO network; i.e., additions of physicians in the network
 - (3) Successes in the cost-containment services being utilized on the State's claims
 - (4) Informative articles on workplace safety, etc.
 - (5) Legislative updates
 - (6) Pertinent decisions handed down by the Worker's Compensation Board, Court of Appeals, and/or Supreme Court
 - (7) Any other information that would be informative to the State
- Online access

Online access will be made available to State Personnel for both worker's compensation and disability.
- Coordination with State Comptroller as Fiscal Agent

The State Comptroller will act as the fiscal agent for payments to claimants on the Disability Plan.

1.4.2 Eligibility

- Disability Plan

A full-time employee (37.5 hours per week) of the State of Indiana with six months active continuous full-time employment.

- Tortious Disability

A full-time employee (37.5 hours per week) of the State of Indiana who, in the scope of State employment, is disabled by injuries resulting from the tortuous act of another person, as distinguished from passive negligence.

1.4.3 Plan Design

The State employee Disability Plan is governed by IC 5-10-8-7 and 31 IAC 5-9. The current employee handbook can be found at http://in.gov/spd/files/disability_workcomp_handbook.pdf.

1.4.4 Current Membership

There are approximately 28,110 current employees eligible for the State Employee Disability Plan. Approximately 33,888 employees are eligible for Worker's Compensation Benefits. Attachment K, Demographic Data, provides current employee counts by zip code.

1.4.5 Current Purchasing Profile

In aggregate, the State spends approximately \$1,064,916 annually on third-party administrative services for the state employee disability and worker's compensation plans. Since this number is based on past usage and may fluctuate up or down, the State is not in a position to guarantee that future spending will be at these levels. Attachment L, Historical Claim Information, provides an overview of past claims experience and Attachment M is Loss Runs Data for 2020-2023. Nevertheless, the amount is provided as an aid to suppliers in responding to this RFP.

These figures are only an estimate and are not to be construed as an amount to be offered under this solicitation. **However, when completing Minority and Women's Business Enterprises Participation Plan Form (Attachment A), Indiana Veterans' Participation Plan Form (Attachment A1), and the Indiana Economic Impact Form (Attachment C) please use the total administrative fees from the Cost Proposal (Attachment D).**

1.5 Solicitation Outline

The outline of this solicitation document is described below:

Section	Description
Section One – General	This section provides an overview of the solicitation,

Information and Requested Products or Services	general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this solicitation
Section Two – Proposal Preparation Instruction	This section provides instructions on the format and content of the solicitation including an Executive Summary, Business Proposal, Technical Proposal, and a Cost Proposal
Section Three – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate Respondents’ proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVOSB Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template
Attachment H	Reference Check Form
Attachment I	Pre-proposal Network Opportunities Form
Attachment J	Attestation Form
Attachment K	Demographic data
Attachment L	Historical Claim Information
Attachment M	Loss Runs Data

1.6 Pre-Proposal Conference

A pre-proposal conference will not be held for this solicitation. A PowerPoint slide deck will be posted to the solicitation file at <https://www.in.gov/idoa/procurement/current-business-opportunities/> containing the information normally shared during this meeting. Interested parties may submit any questions they have to be addressed during the written Question/Inquiry process, as further instructed in Section 1.7.

The State strongly encourages potential Prime Contractors and potential Subcontractors to complete and submit **Attachment I** directly to rfp@idoa.in.gov no later than the time and date outlined in [Section 1.24](#). Compiled company contact information will be posted to the solicitation website to allow networking to take place

among the respondent community. Though **Attachment I** is not required, the State encourages its use.

1.7 Question/Inquiry Process

All questions/inquiries regarding this solicitation must be submitted by the date and time outlined in Section 1.24. Questions/Inquiries may be submitted in **Attachment G**, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated in Section 1.24.

The subject line of the email submissions must clearly state the following:
“RFP 70-25-79025 Questions/Inquiries – [INSERT COMPANY NAME]”.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents, redacting the name of the company who submitted the question. The responses will be posted to the IDOA website according to the timetable established in Section 1.24. Only answers posted on the IDOA website will be considered binding and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

If it becomes necessary to revise any part of this solicitation, or if additional information is necessary for a clearer interpretation of provisions of this solicitation prior to the due date for proposals, an Addendum will be posted on the IDOA website. If such Addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.8 Due Date for Proposals

All proposals must be received through the Supplier Portal at the link below by the Procurement Division no later than the date and time outlined in Section 1.24 Summary of Milestones. The proposal will be considered the official response in evaluating responses for scoring and protest resolution and may be posted on the IDOA website, <https://www.in.gov/idoa/procurement/award-recommendations/> if recommended for selection. The proposal must follow the format indicated in Section Two of this document. No other method of submission will be accepted. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired.

Multi-Factor Authentication:

<https://www.in.gov/iot/customer-service/myshareingov/multi-factor-authentication/>

Supplier Portal:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>

Instructions on to submit an electronic bid:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/manage-my-bidder-profile/submitted-a-bid/>

Important notes:

Remember that you cannot update the primary contact's email address and use it to sign into the Supplier Portal on the same day.

No more than one proposal per Respondent may be submitted.

Responses may no longer be sent in on flash drives.

The State encourages Respondents to break down their proposals into small file sizes and use compressed zip files, where possible. Uploading large files may lengthen the time to successfully submit your proposal. Checking file sizes of the proposal documents by viewing file properties is also recommended to reduce risks when uploading files.

A bidder ID and password are required to submit a response. For more information on that process, visit: <https://www.in.gov/idoa/wbt/SupplierPortal/index.html>. Bidder ID and password issues are handled by submitting a request for assistance to the State of Indiana Office of Technology and are handled in the order in which they are received. IDOA is not able to assist with these types of issues and they are not justification to miss the submission deadline.

The State strongly encourages Respondents to allow plenty of time when electronically submitting their proposals. Waiting until the last day is not recommended. The Supplier Portal allows documents to be edited until the proposal due date. Therefore, documents could be loaded over several days. The Supplier Portal will not accept proposals once the proposal due date and time has expired, even if a Respondent has already begun uploading bid documents.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

Three (3) paper copies of the proposal should be sent using the address information below:

Arthur L. Sample IV –

RFP 70-25-79025, Third party administrator services for Worker's Compensation and Disability plans.

Indiana Department of Administration

Procurement Division

402 West Washington Street, Room W468

Indianapolis, IN 46204

- Each Respondent must submit three (3) paper copies of the proposal but if more are needed, that is acceptable.
- The proposal must follow the format indicated in Section Two of this document. No other method of submission will be accepted.
- Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired.
- No more than one proposal per Respondent may be submitted.
- Responses not submitted by the deadlines will not be considered; nor will sending it via email or hand delivery be viable alternatives.
- The State will not provide confirmation of receipt paper copies. If that is desired, the Respondent should select a shipping method that will offer confirmation of receipt.
- The State accepts no obligations for costs incurred by Respondents in anticipation of their being awarded.
- All communication, unless stated otherwise in this document, should be directed to the IDOA staff member on the title page of this solicitation. If communication is had with any other staff member, the **Respondent may disqualify themselves from further consideration.**

1.9 **Modification or Withdrawal of Offers**¹

Responses may be modified by Respondents until the time and date the response is due. The Respondent's authorized representative may withdraw the proposal prior to the due date by sending notice to the address listed above in Section 1.8.

1.10 **Pricing**

Pricing on this solicitation must be firm and remain open for a period of not less than one hundred eighty (180 days) from the date of award issuance. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk of being removed from consideration.²

Please refer to the Cost Proposal sub-section under Section Two for a detailed discussion of the proposal pricing format and requirements.

1.11 **Proposal Clarifications**

The State may request clarifications, in writing, on proposals submitted. These clarifications could include, but are not limited to, request for additional information, or request for Cost or Technical proposal revision. Additionally, in conducting clarifications, the State may use information derived from proposals submitted by

¹ Please note if the State elects to cancel the solicitation, all submitted responses would remain confidential, until the replacement solicitation is concluded, and an Award Recommendation made.

² Making modifications to the Cost Proposal could result in the proposal being removed from consideration.

competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all Respondents which have been chosen for clarifications.

A sample contract is provided in **Attachment B**. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.6 for details). The State may reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 **Best and Final Offer (BAFO)**

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract based on initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offer(s) that are most advantageous to the State.

1.13 **Reference Site Visits**

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

1.14 **Type and Term of Contract**

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this solicitation.

The term of the contract shall be for a period of five (5) years from the date of contract execution. There may be up to three (3) renewals for a total of eight (8) years at the State's option.

1.15 **Confidential Information**

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire solicitation file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so per Attachment J** which specific provision applies to which specific part of the response.

Please note citing "Confidential" on an entire section is not sufficient or acceptable.

The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- 18-INF-06; Redaction of Public Procurement Documents Informal Inquiry

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The State also may seek the opinion of the PAC for guidance.

1.16 Taxes

Proposals should not include any tax from which the State is exempt.

1.17 Procurement Division Registration

In order to submit a proposal per Section 1.8, Respondents must be registered as a bidder with the Department of Administration, Procurement Division.

At Bidder Profile Registration, <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/> the following may be completed.

- To register, follow instructions provided in Section 2.3.8.
- If registered, a Bidder ID # list is available to complete the Submission Form per Section 2.1.

1.18 Secretary of State Registration

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 Compliance Certification

Responses to this solicitation serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 Equal Opportunity Commitment

It has been determined that there is a reasonable expectation of minority, woman, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this solicitation. Therefore, a contract goal of 8% for Minority Business Enterprises, 11% for Woman Business Enterprises, and 3% for Indiana Veteran Owned Small Businesses has been established.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 Minority & Women Business Enterprises Subcontractor Commitment (MWBE)

Indiana Code 4-13-16.5 and 25 IAC 5 governs the Division of Supplier Diversity program as it relates to the certification, oversight, and responsibilities around the certified Indiana Minority and/or Women Business Enterprises (MWBE). As stated in **Section 1.20**, there is a commitment goal for this solicitation. The MWBE Subcontractor Commitment form is **Attachment A**. The MWBE Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. In order for the Subcontractor commitment to result in evaluation points for the Respondent, the entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is met through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the **Attachment D**, Cost Proposal Template Administrative Fees Worksheet, cell B8. The MBE and/or WBE

Subcontractor amount and Subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed Subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

Failure to meet these goals will affect the evaluation of your Proposal. The Department will verify all information included on the MWBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed Subcontractors meet the following criteria:

- Must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date.
- Prime Contractor must include with their proposal the Subcontractor's M/WBE Certification Letter provided by IDOA to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see Section 1.22).
- A Prime Contractor who is an MBE or WBE must meet Subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement. See 25 IAC 5-6-2(d))
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified.
- Must be used to provide the goods or services specific to the contract.
- National Diversity Plans are generally not acceptable.

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE(s) and/or WBE(s) must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its Subcontract amount, a description of products and/or services to be provided on this project and approximate date the Subcontractor will perform work on this contract. For scoring purposes, the MBE and/or WBE Subcontractor amount and Subcontractor percentage is based on the initial term of the contract. However, the Subcontractor commitment shall apply to the life of the contract including any time after the initial term.

The State may deny evaluation points if the letter(s) is/are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **"TOTAL BID AMOUNT"** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the rules and requirements of the State's Division of Supplier Diversity. Questions

about those rules and requirements should be directed to: Division of Supplier Diversity at (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

MINORITY & WOMEN'S BUSINESS COMPLIANCE (MWBE)

If awarded the contract with MWBE Subcontractor participation, the Respondent will be required to report payments made to Division of Supplier Diversity certified Subcontractors under the Contract monthly using the online audit tool, commonly referred to as "Pay Audit." The Contractor should also notify Subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA Pay Audit System webpage at www.in.gov/idoa/mwbe/payaudit.htm.

Further, a copy of each Subcontractor agreement must be submitted to IDOA's Division of Supplier Diversity within thirty (30) days of the effective date of this contract. The contracts may be uploaded into Pay Audit, emailed to MWBECompliance@idoa.IN.gov; or mailed to Division of Supplier Diversity Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any Subcontractor agreement or failure to meet these commitments could be considered a material breach of this contract and result in sanctions per 25 IAC 5.

Any changes to this information during the term of the contract must be approved by Division of Supplier Diversity Compliance at MWBECompliance@idoa.IN.gov.

1.22 Indiana Veteran Owned Small Business Subcontractor Commitment (IVOSB)

In accordance with IC 5-22-14 and 25 IAC 9, it has been determined that there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this solicitation. The IVOSB Subcontractor Commitment form is **Attachment A1**. The IVOSB Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. In order for the Subcontractor commitment to result in evaluation points for the Respondent, the entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is met through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the **Attachment D**, Cost Proposal Template, Administrative Fees Worksheet, cell B8. The IVOSB subcontractor

amount and Subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed Subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

If the Respondent to the solicitation is an IVOSB certified entity, the letter confirming same should be submitted with their response. The Respondent has the responsibility to alert IDOA of their certification. The IVOSB Respondent will receive the total points for the IVOSB evaluation criteria per Section 3.2.7. Additional IVOSB Subcontractors must be included if the IVOSB Respondent is seeking the additional bonus point.

The IVOSB Respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department may verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Small Business Certification VETCERT at <https://veterans.certify.sba.gov/> under INDIANA, or listed at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date
- Prime Contractor must include with their proposal the Subcontractor's veteran business Certification Letter provided by either IDOA or Federal Govt. VETCERT at <https://veterans.certify.sba.gov/>, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see Section 2.3.8 - Department of Administration, Procurement Division).
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement. See IAC 25-9-4-1 (c).
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified as listed in the VETCERT federal registry, at <https://veterans.certify.sba.gov/> under INDIANA or at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.
- Must be used to provide the goods or services specific to the contract.

INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the Subcontractor will perform work on this contract. For scoring purposes only, the IVOSB Subcontractor amount and Subcontractor percentage is based on the initial term of the contract. However, the Subcontractor commitment shall apply to the life of the contract including any time after the initial term.

The State may deny evaluation points if the letter(s) is/are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the rules and requirements of the State’s IVOSB Program. Questions about those rules and requirements should be directed to: Division of Supplier Diversity at indianaveteranspreference@idoa.in.gov, (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

INDIANA VETERAN OWNED SMALL BUSINESS COMPLIANCE (IVOSB)

If awarded the contract with IVOSB Subcontractor participation, the Respondent will be required to report payments made to Division of Supplier Diversity certified Subcontractors under the Contract monthly using the online audit tool, commonly referred to as “Pay Audit.” The Contractor should also notify Subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA Pay Audit System webpage at www.in.gov/idoa/mwbe/payaudit.htm.

Further, a copy of each Subcontractor agreement must be submitted to IDOA’s Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The contracts may be uploaded into Pay Audit, emailed to MWBECompliance@idoa.IN.gov; or mailed to Division of Supplier Diversity Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any Subcontractor agreement or failure to meet these commitments could be considered a material breach of this Contract and result in sanctions.

Any changes to this information during the term of the contract must be approved by Division of Supplier Diversity Compliance at MWBECompliance@idoa.IN.gov.

1.23 Americans with Disabilities Act

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 Summary of Milestones

The following timeline is only an illustration of the solicitation process. Not all the dates below are binding.³ Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key Dates

Activity	Date
Issue of solicitation	April 22, 2024
Pre-Proposal Network Opportunities	May 9, 2024 by 3:00 PM Eastern Time
Deadline to Submit Written Questions	May 9, 2024 by 3:00 PM Eastern Time
Response to Written Questions/Amendments	May 30, 2024
Submission Due Date/Time	June 27, 2024 by 3:00 PM Eastern Time
Submission of Reference Check Forms to State	June 27, 2024 by 3:00 PM Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Award Recommendation	TBD

1.25 Evidence of Financial Responsibility (25 IAC 1.1-1-5)

Removed at the request of the agency.

1.26 Conflict of Interest

Any person, firm or entity that assisted with and/or participated in the preparation of this solicitation document is prohibited from submitting a proposal to this specific solicitation. For the purposes of this solicitation, a “person” means a State officer, employee, special State appointee, or any individual or entity working with or advising the State or involved

³ Submission dates for Proposals, and Reference Check Forms to State ARE binding and not subject to change.

in the preparation of this solicitation proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this solicitation, a person that assisted with and/or participated in the preparation of this solicitation.

1.27 Procurement Protest Policy

The State's procurement protest policy can be found at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>. Per the policy, there are two periods of protest allowable for the solicitation:

- Specifications Protest - written letter of protest regarding inadequate, unduly restrictive, or ambiguous requirements or specifications must be received by IDOA by the close of business not less than ten (10) business days (as defined by the State work calendar) prior to the proposal due date.
- Award Recommendation Letter Protest - written letter of protest regarding the procurement methods and/or procedures used during the procurement process must be received by IDOA by the close of business within five (5) business days (as defined by the State work calendar) after the date of the Award Recommendation Letter.

Additional details as to the required content in the letter and the steps involved in a protest can be found in the State's Procurement Protest Policy at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>.

Section Two Proposal Preparation Instructions

2.1 General

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Proposals will be disqualified if received after 1.24 Summary of Milestones, Due Date.
- Each item must be addressed in the Respondent's proposal.
- The Executive Summary must be in the form of a letter.
- Each item, Executive Summary, and attachments must be separate standalone electronic files. Please do not submit your proposal as one large file.
- A Bidder ID is a required. See 1.8 Due Date for Bid Responses.
- Please submit all attachments in their original format. Any attempt to manipulate the format of the documents that deviates from the current format will put your proposal at risk of disqualification.
- Confidential Information must also be clearly indicated in Attachment J, Attestation Form and a redacted file provided (See 1.15 Confidential Information).

2.2 Executive Summary

The Executive Summary must address the following topics except those specifically identified as "optional." The Executive Summary is to be attached to the Submission Form by the response due date and Eastern time.

2.2.1 Summary of Ability and Desire to Supply the Required Products or Services

The Executive Summary must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section One of this solicitation.

2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Executive Summary. **In the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone, and e-mail address, if that contact is different than the individual authorized for signature.**

2.2.3 Respondent Notification

Unless otherwise indicated in the Executive Summary, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor, contractor or respondent addresses.

2.2.4 Secretary of State

The Respondent shall indicate their status with respect to the Office of the Indiana Secretary of State.

2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 Business Proposal

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

Any attempt to manipulate the format of the document that deviates from the current format will put your proposal at risk for disqualification.

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this solicitation.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Respondent's Diversity, Equity, and Inclusion Information

With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the State. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

2.3.4 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this solicitation. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this solicitation.**

2.3.5 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

2.3.6 Contract Terms/Clauses

A sample contract that the State expects to execute with the successful Respondent(s) is provided in **Attachment B**. This contract contains mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are substantively required. It is the State's

expectation that the final contract will be substantially similar to the sample contract provided in **Attachment B**.

Please review the contract and indicate per **Attachment J**, your acceptance of mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause in **Attachment E**. If you require additional contract terms, please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State may reject all requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Certification
- Employment Eligibility Verification (E-Verify)
- Funding Cancellation
- Governing Law
- Indemnification
- Information Technology Enterprise Architecture Requirements
- Nondiscrimination Clause
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

The substantively required terms are as follows:

- Duties of Contractor, Consideration, and Term of Contract
- Ownership of Documents and Materials
- Payments

This solicitation and all portions of the Respondent's response will be incorporated as part of the final contract.⁴

2.3.7 References

Reference information is captured on **Attachment H**. Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility

⁴ The contracting agency will make the determination during contract negotiations whether proposed alternative language is acceptable. Proposed alternative language is not automatically accepted. The agency has the option to decline proposed language. Inability for the agency and the awardee(s) to agree to terms could jeopardize the contract and end the negotiations.

and the name, title, and phone number or email of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by **the reference** and **emailed by the reference DIRECTLY** to the State. The State should receive three (3) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same, or similar, to those products and/or services requested in this solicitation.

- **Attachment H** should be submitted to <mailto:idoareferences@idoa.in.gov>.
- **Attachment H** should be submitted by the due date listed in **Section 1.24** of the solicitation. Please provide the customer information for each reference.

2.3.8 Registration to do Business

Secretary of State

Respondents providing the products and/or services required by this solicitation must be registered to do business within the State by the Indiana Secretary of State. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State at www.in.gov/sos. The Respondent must indicate the status of registration, in the Executive Summary.

Department of Administration, Procurement Division

To complete the on-line Bidder registration, go to the Bidder Profile Registration website at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents need to be registered to submit a proposal. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database.

2.3.9 Authorizing Document

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the bid response meets all general conditions must sign the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone number, and e-mail address, if that contact is different than the individual

authorized for signature. Additionally, the Company's Bidder ID #, FEIN, Type of Business (i.e., Corporation, Sole Proprietor, LLC, etc.), and North American Industry Classification System (NAICS) Code should all be included in the Executive Summary with the contact information.

2.3.10 Diversity Subcontractor Agreements

- a. Per RFP Section 1.21, Minority & Women's Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.
- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

2.3.11 Evidence of Financial Responsibility

Removed at the request of the agency.

2.3.12 General Information

Each Respondent must enter your company's general information including contact information.

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.
- b. What is your company's technology and process for securing any State information that is maintained within your company?

2.3.13 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or other governmental bodies.

2.3.14 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.15 Indiana Preferences - Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Approval will be system generated and sent to the point of contact email address provided within the Bidder Registration profile. This is to be attached as a screenshot (copied/pasted) for response evaluation.

Buy Indiana

Refer to Section 2.6 for additional information.

2.3.16 Payment

Removed at request of agency

2.3.17 Extending Pricing to Other Governmental Bodies

The Respondent must indicate within its Executive Summary if it agrees to extend the prices of awarded products and/or services to other governmental bodies. The Respondent should note the following:

- Other Governmental Bodies are defined as an agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following:
 1. The judicial branch
 2. The legislative branch
 3. A political subdivision as defined in IC 5-22-2-22 and IC 36-1-2-13 (includes school corporations, municipal corporations, Legislative body, Taxing district, Town, Township, and Unit)
 4. A State educational institution
- The State DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
- All other governmental bodies must be willing to accept items as described in the specifications without any changes once the solicitation is awarded.

2.4 Technical Proposal

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. Where appropriate, supporting documentation

may be referenced by a page and paragraph number. However, when this is done, the body of the Technical Proposal must contain a meaningful summary of the referenced material. **The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked.** If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

Any attempt to manipulate the format of the document that deviates from the current format will put your proposal at risk of disqualification.

2.5 Cost Proposal

The Cost Proposal Template is Attachment D.

2.5.1 Worker's Compensation Pricing

All information related to costs, fees, commissions, hourly rates, and other charges must be provided. All administrative charges must be presented as a fixed price per claim to conclusion and must be for the duration of the original contract term. The proposal must identify all charges not included in the fixed price and the method for billing these charges. An estimate, per claim, must be provided of all costs not included in the fixed price. Expenses not specifically excluded will be considered to be within the fixed price.

A separate one-time price must be provided for notice only claims, medical only claims, and lost time claims and any charges to move from one type of claim to another. The price must be for all claims filed under the Worker's Compensation Plan including occupational disease, cumulative trauma, and stress/mental. The one-time charges must encompass all costs of contract and claims administration including, but not limited to, services as described in Section 1.4.

The charges for utilization review and medical bill review should be presented as a percentage of savings.

During contract administration, additional expenses must be estimated and approved before the service can be provided. Expenses not approved beforehand will not be paid.

2.5.2 Disability Pricing

All information related to costs, fees, hourly rates, and other charges must be provided. Charges for most services must be presented as a fixed administrative service fee per "eligible employee" as defined in Section 1.4.2 and must be for the duration of the original contract term.

The per employee administrative service fees must encompass all of the services

as described in Section 1.4 for the short term, long term, and partial disability claims.

The proposal must list any other service and the cost for that service not mentioned in Section 1.4 and billed as an allocated expense. Any service not identified as an allocated expense will be considered as covered under the administrative service fee.

During contract administration, allocated expenses must be estimated and approved before the service can be provided. Allocated expenses not approved beforehand will not be paid.

2.5.3 Worker's Compensation and Disability Pricing

A separate one-time charge must be provided for those claims which would be covered by both the Worker's Compensation and Disability Plans. All coordination of services should be included in the fixed price.

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk of disqualification.

Cost Proposal Narrative

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal. **Please compose and return this document in a PDF format, labeled as "Cost Proposal Narrative".**

Cost Assumptions, Conditions and Constraints

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the Respondent in the development of the Respondent's Technical Proposal that have a material impact on price. It is in the best interest of the Respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions, or constraints that conflict with the solicitation requirements is not acceptable. **Please compose and return this document in a PDF format, labeled as "Cost Assumptions, Conditions and Constraints".**

2.6 Attestation Form

The Attestation Form is **Attachment J**. This is the formal declaration of responses to

the following as well as to the additional areas cited within **Attachment J** as it relates to this solicitation. **Attachment J**, Attestation Form is to be attached to the Submission Form due on the Submission Form due date and Eastern time.

2.6.1 Indiana Economic Impact

All companies desiring to do business with State Agencies must complete an “Indiana Economic Impact” form (**Attachment C**). This is not a separate evaluation item scored as set forth in Section 3.2 but still a required form. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the State. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the **Attachment D**, Cost Proposal Template.

2.6.2 Buy Indiana Initiative (Indiana Business Preference) /Indiana Company

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA and wishes to be certified as a Buy Indiana entity, go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm>

Respondents not previously registered with IDOA must go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm> and follow the steps outlined in the paragraph above to certify your business’ status. The Respondent’s Buy Indiana status must be finalized when the solicitation response is submitted to the State.

Respondent must clearly indicate whether they intend to claim in **Attachment J** (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5).

When applying to Buy IN status, be sure to allow sufficient time to complete this process, at least twenty (20) business days.

Buy IN must be affirmatively claimed and documentation submitted per **Attachment J**. **The State will not look up status of each Respondent in a search to determine eligibility of potential provide points.**

Defining an Indiana Business:

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

2.6.3 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this solicitation, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized by the due date of the solicitation.**

Buy Indiana

Refer to Section 2.6.2 for additional information.

2.6.4 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this solicitation and shall not be relieved by the non-performance of any subcontractor. Respondent's proposal must identify all subcontractors including those not submitted in **Attachment A and/or Attachment A1** and describe the contractual relationship between the Respondent and each subcontractor. Per instructions in **Attachment J**, either a copy of the **executed subcontract** or a **letter of agreement** over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, **the Attestation Form, Attachment J, must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.**

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this solicitation or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprise, Women's Business Enterprise, or Veteran Owned Small Business under IC 4-13-16.5-1 and IC 5-22-14-3.5. See Section 1.21, Section 1.22 and **Attachments A/A1** for Minority, Women, and Veteran Business information.

IVOSB entities (whether a prime or subcontractor) must have a Bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see Section 2.3.8 for details).

Section Three Proposal Evaluation

3.1 Proposal Evaluation Procedure

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with solicitation requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to mandatory requirements, per Section 3.2, Step 1, on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. Further any proposals not meeting the Mandatory Requirements listed in Section 3.2, Step 1 and noted in **Attachment J** will be disqualified.
- 3.1.2 Each proposal will be evaluated based on the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State may be selected by IDOA and INSPD for further action, such as contract negotiations. If, however, IDOA and INSPD decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the State may begin contract preparation with another Respondent or determine that no such alternate proposal exists.

3.2 Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the solicitation in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). Negative points may be assigned in the cost score.

Additionally, there is an opportunity for a bonus of three points if certain criteria are met. For further information, please reference Section 3.2.3. If any one or more of the listed criteria on which the responses to this solicitation will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the

specific criterion or criteria will be disregarded, and the responses will be evaluated and scored without considering such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	40 available points
3. Cost (Cost Proposal)	40 available points
4. Buy Indiana	5
5. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus points are available, see Section 3.2.5)
6. Women Business Enterprise Subcontractor Commitment	5 (1 bonus points are available, see Section 3.2.5)
7. Indiana Veteran Owned Small Business Subcontractor Commitment	5 (1bonus points are available, see Section 3.2.6)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. The Mandatory Requirements are:

- Executive Summary and required content.
- **Attachment C** Indiana Economic Impact Form, completed.
- **Attachment D** Cost Proposal, **Attachment E** Business Proposal, **Attachment F** Technical Proposal, unaltered and complete with all requested supporting documents.
- **Attachment J** Attestation Form, complete with all requested supporting documents

Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that fulfill the Step 1 Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. All proposals will be ranked based on their combined scores

for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be further evaluated.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, and/or demonstrations focused on cost and other proposal elements. Step 2 may include additional “short lists” at the State’s sole discretion.

Step 3

The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short-listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

- 3.2.1 **Adherence to Requirements** – Pass/Fail
Respondents passing this category move to Phase 2

The following 2 categories cannot exceed 80 points.

- 3.2.2 **Management Assessment/Quality**
40 available points

- 3.2.3 **Price**
40 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 40 points. The normalization formula is as follows:

- *Respondent’s Cost Score = (Lowest Cost Proposal / Total Cost of Proposal) X 40*

- 3.2.4 **Buy Indiana Initiative** – 5 points.

Respondents qualifying, and documenting per **Attachment J**, as an Indiana Company as defined in Section 2.6.2 will receive 5 points in this category.

- 3.2.5 **Minority Business Subcontractor Commitment** – 5 points⁵

The following formula will be used to determine points to be awarded

⁵ Required documentation must, of course, be provided to receive points as described.

based on the MBE goals listed in Section 1.20 of this solicitation. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-points, scale. Points are assigned for respective MBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established MBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts. Rounding will be calculated based on the Sub-Contract Amount, divided by the Total Bid Amount.)

If the respondent’s commitment amount is greater than \$0 but the commitment percentage is rounded down to 0% for MBE participation the respondent will receive 0 points.

If the respondent’s commitment amount is \$0 and thus the commitment percentage is 0% for MBE participation, a deduction of 1 point will be discounted on the respective MBE score.

The respondent with the greatest applicable VSC participation which exceeds the stated goal (“exceeds” defined herein as a commitment percentage that is equal to or greater than 9% before rounding) for the respective MBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the respective MBE category both firms will receive 6 points.

3.2.6 Women Business Subcontractor Commitment - 5 points ⁶

The following formula will be used to determine points to be awarded based on the WBE goals listed in Section 1.20 of this solicitation.

Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for WBE participation based upon the BAFO meeting or exceeding the established goals.

If the Respondent’s commitment percentage is less than the established WBE goal, the maximum points achieved will be awarded according to the following schedule:

⁶ Required documentation must, of course, be provided to receive points as described.

%	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%
Pts	0.45	0.9	1.35	1.8	2.25	2.7	3.15	3.6	4.05	4.5	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 3.15 pts., 7.50% will be rounded up to 8% = 3.6 pts. Rounding will be calculated based on the Sub-Contract Amount, divided by the Administrative Bid Amount.)

If the Respondent’s commitment amount is greater than \$0 but the commitment percentage is rounded down to 0% for WBE participation the Respondent will receive 0 points.

If the Respondent’s commitment amount is \$0 and thus the commitment percentage is 0% for WBE participation, a deduction of 1 point will be discounted on the WBE score.

The Respondent with the greatest applicable VSC participation which exceeds the stated goal (“exceeds” defined herein as a commitment percentage that is equal to or greater than 12% before rounding) for the WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Owned Small Business Subcontractor Commitment - 5 points ⁷

The following formula will be used to determine points to be awarded based on the IVOSB goal listed in Section 1.20 of this solicitation. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVOSB participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established IVOSB goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g., a 0.3% commitment will receive .5 points and

⁷ Required documentation must, of course, be provided to receive points as described.

a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVOSB participation, a deduction of 1 point will be assessed.

The IVOSB prime respondent commitment will be 3% and will receive 5 points. Any additional IVOSB subcontractor commitments will be added to the 3%.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the IVOSB category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the IVOSB category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified State Agency submitting a response to this solicitation will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal to the Respondent awarded the highest combined points awarded for such preferences in the scoring of this solicitation.